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TUCK INVESTMENTS & RENTAL PROPERTIES  
SPRINGFIELD, MISSOURI

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July 8, 1996

Mr. William F. Caton  
Acting Secretary  
Federal Communications Commission  
1919 M Street, NW, Room 222  
Washington, DC 20554

RECEIVED  
JUL 10 1996  
FCC MAIL ROOM

RE: Restrictions on Over The Air Reception Devices, CS Docket No. 96-83  
and Preemption of Local Zoning Regulation of Satellite Earth Stations IB  
Docket No. 95-59

Dear Mr. Caton:

We write to request clarification of the effect on our business of the rules proposed in CS Docket No. 96-83. An original and 13 copies of the letter enclosed for filing in the record. As we understand it, the rules proposed would invalidate "nongovernmental restrictions" that "impair" a viewer's right to receive video programming over the air, through a wireless cable or similar system, or by direct broadcast satellite.

Tuck Rentals and Investment Company owns multi-unit, residential apartment buildings as well as homes and we have entered into hundreds of leases with our tenants. If our leases contain terms that are "nongovernmental restrictions" that "impair" viewing, we do not know how the proposed rules would be applied. This could create problems and disputes with our tenants.

We are enclosing copies of our leases and agreements. Please read them and let us hear from you if these forms contain terms that might be considered "nongovernmental restrictions" or "impairments" under the rules that you propose to implement.

Thank you for your assistance.

Sincerely,

*Frances L. Tuck*  
Frances L. Tuck

Tuck Rental & Investment Properties

## RESIDENTIAL LEASE/RENTAL AGREEMENT

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ is between \_\_\_\_\_ (hereinafter called Management) and \_\_\_\_\_ (hereinafter called Resident). Management leases to Resident, and Resident rents from Management residential unit located at \_\_\_\_\_ (hereinafter called premises), under the following conditions:

- TERM:** 1. The initial term of this lease shall be \_\_\_\_\_ beginning \_\_\_\_\_ 19\_\_\_\_ and ending Noon \_\_\_\_\_ 19\_\_\_\_.
- POSSESSION:** 2. If there is a delay in delivery of possession by Management, rent shall be abated on a daily basis until possession is granted. If possession is not granted within seven (7) days after the beginning day of initial term, then Resident may void this agreement and have full refund of any deposit. Management shall not be liable for damages for delay in possession.
- RENT:** 3. Rent is payable monthly, in advance, at a rate of \_\_\_\_\_ dollars (\$ \_\_\_\_\_) per month, during the term of this agreement on the first day of each month at the office of Management or at such other place Management may designate. Tenant agrees to pay \$20 for each dishonored check.
- RENT DISCOUNT:** 4. Time is of the essence of this agreement. If the rent is accepted before the close of the business day, on the 4th of each month, the rate will be \_\_\_\_\_ dollars (\$ \_\_\_\_\_). Any returned check will be considered as unpaid rent and not subject to discount.
- EVICITION:** 5. If the rent called for in paragraph 3 hereof has not been paid by the fifteenth (15th) of the month, then Management shall automatically and immediately have the right to take out a Dispossessory Warrant and have Resident, his family and possessions, evicted from the premises.
- INDEMNIFICATION DEPOSIT:** 6. Management acknowledges receipt of \_\_\_\_\_ dollars (\$ \_\_\_\_\_), as a deposit to indemnify owner against damage to the property and for Resident's fulfillment of the conditions of this agreement. Deposit will be returned to Resident less a \$50 carpet cleaning charge, thirty days after residence is vacated if:
- (a) Lease term has expired or agreement has been terminated by both parties; and
  - (b) All monies due Management by Resident have been paid; and
  - (c) Residence is not damaged and is left in its original condition, normal wear and tear excepted; and
  - (d) Management is in receipt of copy of paid final bills on all utilities (includes gas, electric, water, garbage, and telephone)
  - (e) Deposit will not be returned if Resident leaves before lease time is completed. Deposit may be applied by Management to satisfy all or part of Resident's obligations and such act shall not prevent Management from claiming damages in excess of the deposit. Resident may not apply the deposit to any of the rent payment.
  - (f) Keys have been returned and a forwarding address left. Resident acknowledges that he has approved and signed the "Residential Rental Property Move-In/Move-Out Inspection Form" for any existing damages to residence and has been given the right to inspect same.
- RENEWAL TERM:** 7. It is the intent of both parties that this lease is for a period of \_\_\_\_\_ months and that the last month's rent will apply only to the last month of the lease period. Should this lease be breached by the Resident, both the last month's rent and the indemnification deposit shall be forfeited as liquidated damages and the Resident will owe rent through the last day of occupancy.
- EARLY TERMINATION:** 8. Resident may terminate this agreement before expiration of the original term by:
- (a) Giving Management at least one month's written notice to be effective only on the last day of a given month; plus
  - (b) Paying all monies due through date of termination; plus
  - (c) Paying an amount equal to one month's rent; plus
  - (d) Returning residence in a clean, ready-to-rent condition.
  - (e) Resident must pay for advertising necessary to rent residence.
- SUBLET:** 9. Resident may not sublet residence or assign this lease without written consent of Management.
- CREDIT APPLICATION:** 10. Management having received and reviewed a credit application filled out by Resident, and Management having relied upon the representations and statements made therein as being true and correct, has agreed to enter into this rental agreement with Resident. Resident and Management agree the credit application the Resident filled out when making application to rent said residence is hereby incorporated by reference and made a part of this rental agreement. Resident further agrees if he has falsified any statement on said application, Management has the right to terminate rental agreement immediately, and further agrees Management shall be entitled to keep any security deposit and any prepaid rent as liquidated damages. Resident further agrees in the event Management exercises its option to terminate rental agreement, Resident will remove himself, his family, and possessions from the premises within 24 hours of notification by Management of the termination of this lease. Resident further agrees to indemnify Management for any damages to property of Management including, but not limited to, the cost of making residence suitable for renting to another Resident, and waives any right of "set-off" for the security deposit and prepaid rent which was forfeited as liquidated damages.
- FIRE AND CASUALTY:** 11. If residence becomes uninhabitable by reason of fire, explosion, or by other casualty, Management may, at its option, terminate rental agreement or repair damages within 30 days. If Management does not do repairs within this time or if building is fully destroyed, the rental agreement hereby created is terminated. If Management elects to repair damages, rent shall be abated and prorated from the date of the fire, explosion, or other casualty to the date of reoccupancy, providing during repairs Resident has vacated and removed Resident's possessions as required by Management. The date of reoccupancy shall be the date of notice that residence is ready for occupancy.
- HOLD OVER:** 12. Resident shall deliver possession of residence in good order and repair to Management upon termination or expiration of this agreement.
- RIGHT OF ACCESS:** 13. Management shall have the right of access to residence for inspection and repair or maintenance during reasonable hours. In case of emergency, Management may enter at any time to protect life and prevent damage to the property.
- USE:** 14. Residence shall be used for residential purposes only and shall be occupied only by the persons named in Resident's application to lease. The presence of an individual residing on the premises who is not a signator on the rental agreement will be sufficient grounds for termination of this agreement. Residence shall be used so as to comply with all state, county, and municipal laws and ordinances. Resident shall not use residence or permit it to be used for any disorderly or unlawful purpose or in any manner so as to interfere with other Residents' quiet enjoyment of their residence.

**PROPERTY LOSS:**

15. Management shall not be liable for damage to Resident's property of any type for any reason or cause whatsoever, except where such is due to Management's gross negligence. Resident acknowledges that he is aware that he is responsible for obtaining any desired insurance for fire, theft, liability, etc., on personal possessions, family, and guests.

**PETS:**

16. Animals, birds, or pets of any kind shall not be permitted inside the residential unit at any time unless the prior written approval of Management has been obtained.

**INDEMNIFICATION:**

17. Resident releases Management from liability for and agrees to indemnify Management against losses incurred by Management as a result of (a) Resident's failure to fulfill any condition of this agreement; (b) any damage or injury happening in or about residence or premises to Resident's invitees or licensees or such person's property; (c) Resident's failure to comply with any requirements imposed by any governmental authority; and (d) any judgement, lien, or other encumbrance filed against residence as a result of Resident's action.

**FAILURE OF MANAGEMENT TO ACT:**

18. Failure of Management to insist upon compliance with the terms of this agreement shall not constitute a waiver of any violation.

**REMEDIES CUMULATIVE:**

19. All remedies under this agreement or by law or equity shall be cumulative. If a suit for any breach of this agreement establishes a breach by Resident, Resident shall pay to Management all expenses incurred in connection therewith.

**NOTICES:**

20. Any notice required by this agreement shall be in writing and shall be delivered personally or mailed by registered or certified mail.

**REPAIRS:**

21. Management will make necessary repairs to the exterior with reasonable promptness after receipt of written notice from Resident. Resident shall make all necessary repairs to interior and keep premises in a safe, clean, and sanitary condition. Resident shall make contact with all repair or service people and will be responsible for paying the first \$25 of any charge. Resident may not remodel or paint or structurally change, nor remove any fixture therefrom without written permission from Management.

**ABANDONMENT:**

22. If Resident removes or attempts to remove property from the premises other than in the usual course of continuing occupancy, without having first paid Management all monies due, residence may be considered abandoned, and Management shall have the right without notice, to store or dispose of any property left on the premises by Resident. Management shall also have the right to store or dispose of any of Resident's property remaining on the premises after the termination of this agreement. Any such property shall be considered Management's property and title thereto shall vest in Management.

**MORTGAGEE'S RIGHTS:**

23. Resident's rights under this lease shall at all times be automatically junior and subject to any deed to secure debt which is now or shall hereafter be placed on premises of which residence is part, if requested, Resident shall execute promptly any certificate that Management may request to specifically implement the subordination of this paragraph.

**RULES AND REGULATIONS:**

24. (a) Signs: Resident shall not display any signs, exterior lights, or markings. No awnings or other projections shall be attached to the outside of the building.
- (b) Locks: Resident is prohibited from adding locks to, changing, or in any way altering locks installed on the doors. All keys must be returned to Management of the premises upon termination of the occupancy.
- (c) Entrances, walks, lawns, and driveways shall not be obstructed or used for any purpose other than ingress and egress.
- (d) Radio or television aerials shall not be placed or erected on the roof or exterior.
- (e) Parking: Non-operative vehicles are not permitted on premises. Any such non-operative vehicle may be removed by Management at the expense of Resident owning same, for storage or public or private sale, at Management's option, and Resident owning same shall have no right of recourse against Management therefor.
- (f) Storage: No goods or materials of any kind or description which are combustible or would increase fire risk or shall in any way increase the fire insurance rate with respect to the premises or any law or regulation, may be taken or placed in a storage area or the residence itself. Storage in all such areas shall be at Resident's risk and Management shall not be responsible for any loss or damage.
- (g) Walls: No nails, screws or adhesive hangers except standard picture hooks, shade brackets, and curtain rod brackets may be placed in walls, woodwork, or any part of residence.
- (h) Guest: Resident shall be responsible and liable for the conduct of his guests. Act of guests in violation of this agreement or Management's rules and regulations may be deemed by Management to be a breach by Resident. No guest may stay longer than 10 days without permission of Management; otherwise a \$10 per day guest charge will be due Management.
- (i) Noise: All radios, television sets, phonographs, etc., must be turned down to a level of sound that does not annoy or interfere with neighbors.
- (j) Resident shall maintain his own yard and shrubbery and furnish his own garbage can.
- (k) Resident's Guide: Management reserves the right at any time to prescribe such additional rules and make such changes to the rules and regulations set forth and referred to above, as Management shall, in its judgment, determine to be necessary for the safety, care, and cleanliness of the premises, for the preservation of good order or for the comfort or benefit of Residents generally.

**ENTIRE AGREEMENT:**

25. This agreement and any attached addendum constitute the entire agreement between the parties and no oral statements shall be binding. It is the intention of the parties herein that if any part of this rental agreement is invalid, for any reason, such invalidity shall not void the remainder of the rental agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in person the day and year first above written.

\_\_\_\_\_  
MANAGEMENT

\_\_\_\_\_  
RESIDENT(S)

NUMBER OF RESIDENTS LIVING WITHIN THE PREMISES: \_\_\_\_\_

Name \_\_\_\_\_ Phone \_\_\_\_\_  
of relative or friend to be contacted in case of illness or emergency.